

APPENDIX A

SPECIFICATIONS FOR THE ARRANGEMENTS REVIEW

I. Purpose of the Arrangements Review

Ginsburg shall engage a Legal IRO who shall conduct a legal review of the Arrangements. The purpose of the review will be to identify current Arrangements that could pose a risk of violating the Anti-Kickback Statute and/or the Stark Law and to develop and implement appropriate corrective actions when those risks have been identified. This Appendix A describes the procedures that Ginsburg and the Legal IRO shall follow with respect to the Arrangements Review.

II. Engagement of the Legal IRO

Ginsburg shall engage competent outside legal counsel with experience in the Anti-Kickback Statute and Stark Law to serve as the Legal IRO. The Legal IRO shall conduct the review in a professionally independent and objective fashion in accordance with the provisions of Section III.G of the Integrity Agreement. Within 30 days after the OIG receives written notice of the identity of the selected Legal IRO, the OIG will notify Ginsburg if the Legal IRO is unacceptable. Absent notification from the OIG within such 30 days that the Legal IRO is unacceptable, Ginsburg may continue to engage the Legal IRO.

If Ginsburg terminates the Legal IRO during the course of the engagement, Ginsburg must submit a notice explaining his reasons to the OIG no later than 30 days after termination. Ginsburg must engage a new Legal IRO in accordance with this Appendix A. In the event the OIG has reason to believe that the Legal IRO does not possess the qualifications described in Section III.G of the Integrity Agreement or in this Appendix A, is not independent and objective, or has failed to carry out its responsibilities as described in this Appendix A, the OIG may, at its sole discretion, require Ginsburg to engage a new Legal IRO in accordance with this Appendix A.

Before requiring Ginsburg to engage a new Legal IRO, the OIG shall notify Ginsburg of its intent to do so and provide a written explanation of why OIG believes such a step is necessary. To resolve any concerns raised by the OIG, Ginsburg may request a meeting with the OIG to discuss any aspect of the Legal IRO's qualifications, independence, or performance of its responsibilities and to present additional information regarding these matters. Ginsburg shall provide any additional information as may be requested by the OIG under this Paragraph in an expedited manner. The OIG will attempt in good faith to resolve any differences regarding the Legal IRO with Ginsburg before requiring Ginsburg to terminate the Legal IRO. However, the final determination as to whether to require Ginsburg to engage a new

Legal IRO shall be made at the sole discretion of the OIG after reasonably considering all relevant facts.

III. Arrangements To Be Reviewed

The Legal IRO shall review and analyze all Arrangements, as defined in Section III.F of the Integrity Agreement (Agreement), which are in effect at any time during the term of the Agreement. The Arrangements to be reviewed shall include, but shall not be limited to, the following relationships and transactions in which Ginsburg was or is a party or participates[ed]: (1) recruitment and relocation payments to Ginsburg; (2) medical directorships held by Ginsburg or similar arrangements reflecting compensation to Ginsburg from referral sources; (3) leases of office space or equipment; (4) loans by or to Ginsburg to or from referral sources; (5) leases of space and equipment by Ginsburg; (6) acquisition of Ginsburg's practice; (7) acquisition by Ginsburg of another physician practice; (8) joint business ventures with referral sources; and (9) gifts, travel, and entertainment provided to Ginsburg.

IV. Review Protocol

The Legal IRO shall conduct the Arrangements Review by undertaking the following steps: (1) Data Collection; (2) Analysis of Arrangements; (3) Identification of Outlier Arrangements; (4) Corrective Action Plan; and (5) Summary Report.

A. Information Collection.

The Legal IRO shall collect and synthesize all relevant information relating to the Arrangements. Ginsburg shall cooperate with and assist the Legal IRO in the collection of such data. The data to be collected may include, but shall not be limited to, the following: (1) physician contracts and contract files; (2) lease agreements, loan agreements, acquisition agreements, joint venture agreements; (3) financial records reflecting payments to and from Ginsburg and supporting documentation; (4) accounts payable and receivable files; (5) internal and external audit reports; (6) legal department files; (7) rent rolls for medical office building leases; (8) memoranda, correspondence, emails, and electronic files relating to Arrangements; (9) business plans, pro formas, and operating reports; (10) admissions/referral revenue data; and (11) cost report impact. In addition, the Legal IRO shall conduct interviews of relevant personnel, including personnel at Ginsburg's practice, and prepare written interview reports of such interviews.

B. Analysis of Arrangements.

The Legal IRO shall review and evaluate all Arrangements to determine whether each complies with the Anti-Kickback Statute and the Stark Law. To this

end, the Legal IRO shall create a summary containing information on each reviewed Arrangement, which shall include an identification, explanation, and/or description of: (1) each party involved in the Arrangement; (2) the relationship(s) between or among the parties; (3) the term of the relationship(s), as well as any contract start and expiration dates (including any automatic renewal provisions); (4) the nature and material terms of the Arrangement, including the subject of the contract, type of service or supplies provided, etc.; (5) any remuneration or compensation paid to or by Ginsburg; (6) payment methodology, if applicable; (7) the method by which fair market value was calculated and evaluated; and (8) potentially applicable safe harbor(s) or exceptions.

C. Identification of Outlier Arrangements.

Within 180 days after the Effective Date, the Legal IRO shall provide the OIG with a draft workplan for the identification of Outlier Arrangements (as defined below), including the proposed objective criteria to be used to identify such relationships. The OIG will review the draft workplan and provide comments and recommendations to the Legal IRO on the draft workplan. A final workplan will thereafter be established. Any comments and recommendations made by the OIG in connection with the workplan will not preclude the OIG from making further comments or recommendations after reviewing the Arrangements Review Report. Outlier Arrangements shall be defined as any and all Arrangements that a reasonable person would consider to be potential violations of the Anti-Kickback Statute and Stark Law.

The Legal IRO shall identify any and all Outlier Arrangements in accordance with the workplan developed as outlined above. For each identified Outlier Arrangement, the Legal IRO shall conduct an additional investigation into the relationship in order to determine the facts and circumstances surrounding the Outlier Arrangement. Such additional investigation may include, but is not limited to, re-review of the relevant contracts and supporting documents, additional interviews of relevant persons, additional analysis of payments and methodology of payments, and re-calculation and re-evaluation of fair market value. The Legal IRO shall create a written report on each identified Outlier Arrangement that contains the factual information specifically described in Section IV.B of this Appendix, as well as a complete factual description of the facts and circumstances surrounding the Outlier Arrangement. The Legal IRO shall provide Ginsburg with copies of these written reports in conjunction with any corrective action plan developed for Ginsburg. The Legal IRO shall also maintain these written reports for a period of 6 years after the termination of the integrity Agreement and shall make copies of these written reports available to the OIG upon request in accordance with Section VI of this Appendix.

D. Corrective Action Plan.

The Legal IRO shall recommend to Ginsburg an appropriate corrective action plan for any Outlier Arrangements identified in the Arrangements Review. Such corrective action may include, but is not limited to, the following: (1) enforcing the terms of a current agreement; (2) amending a current written agreement; (3) creating a new written agreement where there was not a current agreement; (4) terminating an agreement or arrangement; (5) quantification and repayment of any Overpayments to the Federal health care programs; and (6) revision of the Legal IRO's workplan for the Arrangements Review. If necessary, the Legal IRO shall also recommend additional corrective action regarding Ginsburg's compliance with the Anti-Kickback Statute and the Stark Law, including, but not limited to, additional training for Covered Persons on the Anti-Kickback Statute and Stark Law and additional policies and procedures (or revisions to current policies and procedures) for the development, approval, management, and review of Arrangements.

Ginsburg, in coordination with the Legal IRO, shall implement the corrective actions recommended by the Legal IRO for all Outlier Arrangements identified in the Arrangements Review. The Compliance Contact shall certify in each Annual Report that Ginsburg has implemented these corrective actions. In addition, the Legal IRO shall create a written report that provides a factual description of each corrective action implemented by Ginsburg pursuant to the Arrangements Review. The Legal IRO shall maintain these written reports for a period of 6 years after the termination of the Integrity Agreement and shall make copies of these written reports available to the OIG in accordance with Section VI of this Appendix.

E. Summary Reports.

The Legal IRO shall create written reports summarizing the findings and recommendations of the Arrangements Review for each Reporting Period (Summary Reports) within 60 days of the end of the applicable Reporting Period. Each Summary Report shall include a summary of how many Arrangements were reviewed and how many Outlier Arrangements were identified and a certification from the Legal IRO that the Arrangements Review has been conducted reasonably and in good faith. Ginsburg shall provide a copy of the Summary Report in each Annual Report.

V. Frequency of Review

For the first Reporting Period, the Legal IRO shall review the Arrangements in effect at any time from the Effective Date of the Integrity Agreement through the end of the first Reporting Period. For each successive Reporting Period, the Legal IRO shall review any new Arrangements established during the Reporting Period, as well as any Arrangements in effect at the end of the prior Reporting Period to which

material changes were made during the Reporting Period. The Arrangements Review shall be completed within 60 days of the end of each applicable Reporting Period.

VI. Retention of Records

The Legal IRO and Ginsburg shall retain for a period of 6 years, and make available to the OIG upon request, all work papers, supporting documentation, correspondence, and draft reports (exchanged between Ginsburg and the Legal IRO) produced or received by them. In particular, the Legal IRO and Ginsburg shall retain and make available to the OIG, upon request, the following documents produced or received by them: (1) copies of all contracts involving or relating to Arrangements; (2) all documents relating to the contracts, including approval forms, review notes, time sheets, fair market value determinations, service logs, and payment documentation (e.g., Form 1099s and records of checks or wire transfers); and (3) all nonprivileged communications, including work papers, supporting documentation, correspondence, interview reports, and draft reports related to the contracts and the performance of duties under the contracts.